



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 31, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A COUNTY CONTRIBUTION OF FUNDING FOR DESIGN AND CONSTRUCTION OF A
COMPRESSED NATURAL GAS FUELING STATION
AT THE NORTHWEST CORNER OF RAMONA BOULEVARD AND BADILLO STREET
IN THE CITY OF BALDWIN PARK
UNINCORPORATED EAST IRWINDALE AREA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve County financial assistance in the amount of \$400,000 to the City of Baldwin Park for the design and construction of a compressed natural gas fueling station on City owned property along with ten parking stalls and site improvements on the northwest corner of Ramona Boulevard and Badillo Street to provide compressed natural gas fuel service to the travelling public and the design and construction of a separate compressed natural gas fuel line and meter to provide fueling service to County vehicles at the adjacent County road maintenance yard located at 14747 East Ramona Boulevard in the City of Baldwin Park. The project will be administered by the City.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the project to design and construct a compressed natural gas fueling station along with ten parking stalls and site improvements on the northwest corner of Ramona Boulevard and Badillo Street, including a separate fuel line and a meter to County property, is categorically exempt from the California Environmental Quality Act.

2. Instruct the Chair of the Board to sign the cooperative agreement with the City of Baldwin Park governing the project. The cooperative agreement provides for the City to design and construct the project, to finance the cost of the project less the grant funds received from the Mobile Source Air Pollution Reduction Review Committee in the amount of \$400,000, and a fixed contribution by the County in the amount of \$400,000, which is to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax. The total project cost is estimated to be \$1,400,000.

3. Find that the project located within the City of Baldwin Park is of general County interest and that the County contribution in the amount of \$400,000 serves a public purpose by improving the public's access to compressed natural gas and providing a source for compressed natural gas for County maintenance vehicles located at the adjacent road maintenance yard.

4. Authorize the Director of Public Works or her designee to execute amendments and modifications to the cooperative agreement of a nonmaterial nature.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to instruct the Chair of the Board to sign the enclosed cooperative agreement with the City of Baldwin Park. The agreement requires the City to design and construct a compressed natural gas (CNG) fueling station to serve and be available to the public and will also serve the adjacent County road maintenance yard. The City will finance the entire project less grant funds from the Mobile Source Air Pollution Reduction Review Committee in the amount of \$400,000 and a County fixed contribution of \$400,000.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The CNG fueling station on the northwest corner of Ramona Boulevard and Badillo Street will provide the residents of the neighboring cities and the unincorporated East Irwindale area who travel on Ramona Boulevard with easy access to fueling their vehicles with CNG and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is within the City. The total project cost is estimated to be \$1,400,000 and will be financed with the County's fixed contribution in the amount of \$400,000, grant funds from the Mobile Source Air Pollution Reduction Review Committee in the amount of \$400,000, and \$600,000 from the City.

The County's contribution of funds to the City of Baldwin Park is included in the Road Fund Fiscal Year 2015-16 Budget.

The City will finance the maintenance and operation of the facility in perpetuity in accordance with the terms and conditions set forth in the cooperative agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved as to form by County Counsel and executed by the City.

The cooperative agreement was approved by Baldwin Park City Council on April 6, 2016, and requires the City to perform the preliminary engineering for the CNG fueling station along with ten parking stalls; a separate CNG fuel line and meter to provide fueling service to County vehicles at 14747 East Ramona Boulevard, in the City of Baldwin Park, and other site improvements on the northwest corner of Ramona Boulevard and Badillo Street; and to administer construction of the project. The cooperative agreement also provides for the County to contribute a fixed amount of \$400,000 toward the cost of the project. The project is scheduled to begin construction in the fall of 2016 and be completed in the summer of 2017.

The project will provide significant benefit to the County because it will provide a source of fuel for County CNG vehicles operating from the adjacent County road maintenance yard and will also increase individuals and business access to CNG, which is a cleaner source of fuel than gasoline.

Currently, there are no public CNG fueling stations within five miles of the location. This proposed CNG fueling station will be centrally located within the east San Gabriel Valley region and conveniently located to serve the public, public agencies, and businesses. This facility will be accessible from both Ramona Boulevard and Badillo Street and will be open on a 24-hour basis.

Upon completion of the project, the CNG fueling station will be operated and maintained by the City according to the terms and conditions set forth in the cooperative agreement between the City and County.

ENVIRONMENTAL DOCUMENTATION

The County is acting as a responsible agency for this project. This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 of CEQA Guidelines. The installation of a new CNG fueling station along with ten parking stalls and other site improvements on the northwest corner of Ramona Boulevard and Badillo Street, including a separate fuel line and meter to County property fits within this exemption for infill development projects because it is consistent with the City's general plan and zoning regulations. The project site is no more than five acres in size and is surrounded by urban uses. The project will not result in any significant effects relating to traffic, noise, air, or water quality. Acting as the lead agency on February 17, 2015, the Baldwin Park City Council found that the project is categorically exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines.

The City filed the Notice of Exemption with the Registrar-Recorder/County Clerk office on February 4, 2016.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Completion of the project will have a positive impact by providing a centrally located CNG fueling station within the east San Gabriel Valley region and will provide a source of CNG for County

The Honorable Board of Supervisors

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vehicles operating from the adjacent County road maintenance yard. The construction of a new CNG fueling station is needed and is of general County interest. This project will allow Public Works to continue to provide essential public services in an environmentally friendly and sustainable manner.

The construction contract of this project is tentatively scheduled to be awarded in the summer of 2016.

CONCLUSION

Please return one adopted copy of this letter and one original of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Julia Weissman)
Executive Office

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF BALDWIN PARK, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, the CITY owns fee title to property at the northwest corner of Ramona Boulevard and Badillo Street in the City of Baldwin Park, State of California and as more particularly shown on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as PREMISES; and

WHEREAS, CITY proposes to design and construct a new alternative compressed natural gas (CNG) fueling station along with ten parking stalls, and other site improvements on the PREMISES and design and construct a separate CNG fuel line and a meter, hereinafter referred to as COUNTY FUEL LINE to provide service to a COUNTY road maintenance yard located at 14747 East Ramona Boulevard in the City of Baldwin Park, hereinafter referred to as COUNTY PROPERTY (which work is hereinafter referred to as PROJECT); and

WHEREAS, CITY proposes to perform ongoing maintenance for PROJECT at CITY'S expense; and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT, as defined herein, includes the costs of PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00); and

WHEREAS, CITY has requested financial assistance and COUNTY is willing to provide a fixed contribution to the CITY in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) toward the total COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY contribution to complete PROJECT; and

WHEREAS, CITY has applied for and received grant funds from the Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to be used to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT, currently estimated to be One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) will be financed by Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in CITY funds, Four Hundred Thousand and 00/100 Dollars (\$400,000.00) in MSRC grant funds, and a COUNTY fixed contribution to CITY in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00); and

WHEREAS, CITY is willing to administer PROJECT under the Clean Transportation Funding Program in accordance with the MSRC; and

WHEREAS, upon completion of PROJECT, CITY is willing to operate and maintain the PROJECT built on the PREMISES and COUNTY PROPERTY at CITY cost; and

WHEREAS, such a proposal is authorized and provided for by Sections 6500 and 23004, et seq. of the Government Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

- 1) DEFINITIONS:
 - a. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
 - b. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- c. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- d. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING AND FINAL DESIGN, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- e. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and an electronic notification to COUNTY'S Assistant Deputy Director of Fleet Management Division, Mr. Keith Lehto, klehto@dpw.lacounty.gov that the improvements are completed and operational.

2) CITY AGREES:

- a. To comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA Guidelines prior to implementing PROJECT and that CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified in this AGREEMENT, CITY hereby agrees to indemnify, defend, and hold harmless COUNTY and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by any third party or public agency alleging violations of CEQA or CEQA Guidelines or the National Environmental Policy Act.
- b. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.
- c. To finance the COST OF PROJECT, currently estimated to be One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), less

COUNTY'S fixed contribution in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) and reimbursement from MSRC grant funds.

- d. To design and construct the PROJECT, including the portion on COUNTY PROPERTY in accordance with the current standard plans and specifications for Public Works construction.
- e. To obtain COUNTY'S approval of plans and specifications for the portion of PROJECT on COUNTY PROPERTY prior to advertising for construction bids and to obtain COUNTY'S prior written approval for any material revisions to the approved plans and specifications and for any additional work that CITY proposes to complete on COUNTY PROPERTY as part of the PROJECT.
- f. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY PROPERTY and in all things necessary and proper to complete the PROJECT.
- g. CITY shall require construction contract to name COUNTY as an insured for the PROJECT.
- h. CITY shall keep, inspect, and maintain the PREMISES and the PROJECT in a safe, clean, and orderly condition at all times and shall not permit trash and debris, including but not limited to rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall CITY commit, suffer, or permit any waste on the PREMISES or permit any acts to be done in violation of any laws or ordinances thereon.
- i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within PREMISES.
- j. To obtain the necessary permits from various agencies and comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- k. To provide as-built plans to COUNTY upon completion of PROJECT and final inspection and acceptance by CITY that the improvements on the PREMISES and COUNTY PROPERTY have been constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- l. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT on the PREMISES and COUNTY PROPERTY.

3) COUNTY AGREES:

- a. To review CITY'S plans and specifications for the portion of PROJECT on COUNTY PROPERTY and total project cost estimate for PROJECT prior to solicitation for construction bids.
- b. To contribute a fixed sum of COUNTY funds to CITY in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) toward the COST OF PROJECT.
- c. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY but in no event earlier than thirty (30) calendar days prior to advertisement of PROJECT for construction bids, COUNTY funds in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) as COUNTY'S fixed contribution toward the COST OF PROJECT. Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- d. To permit CITY access to COUNTY PROPERTY that is necessary for the construction of PROJECT at no cost to the CITY upon sixty (60) calendar days notice. This notice shall be given to COUNTY'S Assistant Deputy Director of Fleet Management Division, Mr. Keith Lehto, klehto@dpw.lacounty.gov.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S PROPERTY, except to the extent caused by the CITY.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. CITY shall be responsible for any and all costs necessary to complete PROJECT in excess of COUNTY'S fixed contribution.
- b. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- c. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- d. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Daniel Wall
Director of Public Works/City Engineer
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706-4297

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- e. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the PREMISES or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended Comprehensive Environmental, Response, Compensation and Liability Act of 1980, and California Health and Safety Code Section 25364.

- g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is within the COUNTY PROPERTY, except to the extent caused by the CITY, or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 34426 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF BALDWIN PARK on 6 APRIL, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Julia Weisner
Deputy

CITY OF BALDWIN PARK

By _____
City Manager

Date 4/6/16

ATTEST:
By _____
City Clerk

APPROVED AS TO FORM:
By _____
City Attorney

Los Angeles County Department of Public Works Exhibit A

